



# TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL  
PUBLIC MEETING NOTICE  
SEPTEMBER 24, 2020, AT 7:00 PM  
COUNCIL CHAMBERS  
500 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85616**

## **AGENDA**

### **A. Call to Order – Mayor**

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

*Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.*

### **B. Call to the Public – Mayor**

*A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.*

### **C. Consent Agenda - Mayor**

*All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a*

*Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.*

- C.1** Consider approval of the minutes of the Regular Council meeting held on September 10, 2020, including the executive session, and the Special Council meeting held on September 16, 2020.
- C.2** Consider approval of the Payment Approval Report.
- C.3** Consider approval of the disposal of one 10 wheel dump truck VIN# 1HTSHADT1XH656945 through Public Surplus.
- C.4** Consider approval of the disposal of several desks through Public Surplus.

#### **D. Unfinished Business before the Council – Mayor**

*Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.*

#### **E. New Business Before Council - Mayor**

*Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.*

**E.1 Discussion and/or Action [Spenser Forsberg]:** Mr. Forsberg will review the Town's finances for the months of July and August.

**E.2 Discussion and/or Action [Mayor Wallace]:** Mayor Wallace will seek Council approval to use funds received to complete upgrades to Hunt Park, that will not be covered in the Community Development Block Grant [CDBG] funding for parks.

**E.3 Discussion and/or Action [Director Halterman]:** Director Halterman will request approval for proceeds from future sale of surplus dump truck to be used for the purchase of new vehicle/vehicles for Public Works.

**E.4 Discussion and/or Action [Mayor Wallace]:** The Council will establish the salary for the newly hired Town Clerk.

**E.5 Discussion and/or Action [Chief Thies]:** Chief Thies will seek approval for proceeds from sales of Police Department seized property to be placed into the Police Department savings account and for the savings account to be renamed to "Police Department Seized Property."

**E.6 Discussion and/or Action [Chief Thies]:** Chief Thies will present a plan for entering into a data access and exchange agreement with the Arizona Department of Transportation to exchange information concerning vehicle crashes and related traffic matters. The Council might take action to approve the data access and exchange agreement and might also authorize procurement of necessary hardware and software through a grant.

**E.7 Discussion and/or Action [Chief Thies]:** Chief Thies will present newly designed Police Department stickers and a plan for their sale to the public through a third party. Proceeds may be donated back to the Police Department. The Chief will also request the Council to approve licensing the Town logo for these purposes.

**E.8 Discussion and/or Action [Chief Thies]:** Chief Thies will seek Council approval of a Master Equipment Lease Purchase Agreement, and related documents, to finance acquisition of the two new vehicles for the police department.

**E.9 Discussion and/or Action [Director Howe]:** Director Howe will ask for Council direction regarding an expansion of the landfill.

**E.10 Discussion and/or Action [Mayor Wallace]:** Mayor Wallace will seek approval for the renewal of the Town's email and office applications.

**F. Department Director reports**

**G. Items to be placed on future agendas**

**H. Reports of Current Events by Council**

**I. Adjournment**

Posted at 5:00 PM on September 22, 2020, at the following locations:

<b>Town Hall Bulletin Board</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Town Hall Lobby Windows</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Town Website</b> <a href="https://huachucacityaz.gov">https://huachucacityaz.gov</a>
<b>Huachuca City U.S. Post Office</b> 690 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Huachuca City Library Windows</b> 506 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Huachuca City Police Department</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616

*Ms. Brandye Thorpe*

Town Clerk

Note: This meeting is open to the public. All interested people are welcome to attend. A copy of agenda background material provided to the Councilmembers, with the exception of confidential material relating to possible executive sessions, is available for public inspection at the Town Clerk's Office, 500 N.

Gonzales Blvd., Huachuca City, AZ 85616, Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at [www.huachucacityaz.gov](http://www.huachucacityaz.gov)

Individuals with disabilities who need a reasonable accommodation to attend or communicate at a town meeting, or who require this information in alternate format, may contact the Town at 456-1354 (TTY 456-1353) to make their needs known. Requests should be made as early as possible so there is sufficient time to respond.



# TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE  
HUACHUCA CITY TOWN COUNCIL  
SEPTEMBER 10, 2020 AT 7:00 PM  
COUNCIL CHAMBERS  
500 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85616**

## **AGENDA**

### **A. Call to Order – Mayor**

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

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**The meeting was called to order at: 7:00pm**

**The Pledge of Allegiance was led by: Mayor Wallace**

**The invocation was offered by: Elder Thomas**

### **Roll Call.**

**Present: Johann Wallace, Donna Johnson, Joy Banks, Cynthia Butterworth, Christy Hirshberg, Debbie Trate, Jean Post, Suzanne Harvey (Not voting), Thomas Benavidez, Attorney (Not voting).**

### **B. Call to the Public – Mayor**

500 N. Gonzales Blvd, Huachuca City, AZ 85616 | Office: 520-456-1354 | Fax: 520-456-2230 | TTY: 520-456-1353

Website: <https://www.huachucacityaz.gov> | Facebook: <https://fb.me/HuachucaCityAZ>

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Mayor Wallace recognizes Jack Fishback. Mr. Fishback shares some videos from different dates of the mess at the landfill and shares his displeasure with how the Landfill is maintained. Mr. Fishback also provided Council with the Federal Code of Regulations regarding covering at the landfill.

Mayor Wallace recognizes Bill Stein. Mr. Stein talks about a new invention, a Solarwall Tower. He is interested in placing one on the Town's property with no upfront cost. It could provide a savings on the Town's electric bill.

### **C. Consent Agenda - Mayor**

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- C.1** Consider approval of the minutes of the Regular Council meeting held on August 27, 2020.
- C.2** Consider approval of the Payment Approval Report.
- C.3** Consider approval of the disposal of one large front load bucket and one front load bucket through Public Surplus.
- C.4** Consider approval of the disposal of the signage letters from "Dusk til Dawn" through Public Surplus.
- C.5** Consider approval of the disposal of one 30x94 gray metal folding table and 2 rolling office chairs through Public Surplus.
- C.5** Consider approval of the disposal of a 2015 Volkswagen Jetta VIN#3vw2k7aj1fm227350 through Public Surplus.
- C.6** Consider approval of the disposal of a 2002 Kia Sedona VIN#KNDUP131926213892 through Public Surplus.

**Motion:** Consent Agenda, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Mayor Wallace pulls out item C.3 to get confirmation from Chief Thies.

**Motion:** Items C.1 through C.6 with the exception of item C.3, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.  
Motion passed unanimously.

**Motion:** Item C.3, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Mayor Wallace asks Chief Thies for confirmation that we have owned these items for more than one year. Chief Thies confirms that we purchased a dump truck on September 5<sup>th</sup>, 2019 and when the dump truck was picked up by Jim Halterman, he then took the dump truck to pick up the two buckets which had been purchased prior to the dump truck, meaning we have owned them for more than a year.

**Motion:** Item C.3, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.  
Motion passed unanimously.

#### **D. Unfinished Business before the Council – Mayor**

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**E.1 Discussion and/or Action [Suzanne Harvey]: RESOLUTION NO. 2020-19 - AUTHORIZING THE TOWN TO ENTER INTO A REVISED INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOMBSTONE FOR INTERCITY BUS SERVICES.** Director Harvey will present the proposed new IGA with Tombstone regarding bus services.

**Motion:** Item E.1, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Director Harvey advises that the IGA has been adjusted to allow Tombstone and Huachuca City staff to have more flexibility regarding the day and times for the buses to run, reducing the number of days from three days a week to two times a week and also adds an additional stop

in Tombstone, making a total of two stops. Mayor Escapule of Tombstone is amenable to the changes and intends to sign the IGA once Council approves it.

**Motion:** Resolution 2020-19, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

**E.2 Discussion and/or Action [Suzanne Harvey]:** Director Harvey will present a request made by Southern Arizona Humanitarian Aid Resource Alliance ["S.A.H.A.R.A"] for its trash/landfill fees to be waived by the Council.

**Motion:** Item E.2, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Mayor Wallace recognizes Rick Hackney. Mr. Hackney advises that his organization provides aid to the community. They collect and distribute humanitarian goods mostly free of charge. They do plan to have a thrift store to help pay bills. They have a fully stocked food pantry and deliver water to wildland firefighters.

Director Harvey states that unfortunately because of the Gifting Clause, it is illegal for us to do this.

Mr. Benavidez states the Constitution does not allow us to give gifts of Town resources. It's just not allowed.

Mayor Wallace states that while he is appreciative of what they do, he is aware that we can not do this. Once S.A.H.A.R.A gets its non-profit status, then an IGA could be discussed, but it is not something that can be done now.

No Motion to be made.

**E.3 Discussion and/or Action [Brandye Thorpe]:** Ms. Thorpe will present the copy machine/service contract proposals for Town facilities.

**Motion:** Item E.3, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Ms. Thorpe presents the proposal from the current provider, All Copy Products, and two prospective providers, Arizona Business Equipment and Ricoh. She provides proposed savings from each company compared to the current amount being paid. Ricoh would be the most expensive and would provide refurbished machines, All Copy Products would be next most expensive and Arizona Business Equipment would be least expensive.

**Motion:** Notify All Copy Products of Town's intent to cancel and engage Arizona Business Equipment as new provider, **Action:** Direct Staff, **Moved by** Johann Wallace, **Seconded by** Debbie Trate.

Motion passed unanimously



**E.4 Discussion and/or Action [Mayor Wallace]:** Mayor Wallace will open discussion regarding renewal of the agreement with Whetstone Fire District for fire protection and emergency medical services for the Town.

**Motion:** Item E.4, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Mayor Wallace states this in on here because Council had directed the former Town Manager to begin this process. Mayor Wallace is asking for Council permission to proceed with negotiations with Whetstone Fire District.

Councilmember Trate asks if this is going to include medical services since Fry Fire responded to a previous incident that she is aware of. Mayor Wallace states that Fry Fire will still transport, however Whetstone Fire does respond and begin medical treatment. Whetstone has possibly been waiting on this upcoming contract to attempt to get their certificate and do their own transporting.

Councilmember Banks asks what happened to all of the information and direction that was provided to the former Town Manager. Mayor Wallace states that that is unknown and that is why he needs to engage. He is going to look back in previous minutes and see what had been previously directed.

The current contract expires December 31<sup>st</sup>, 2020 and he doesn't want to wait until the last minute to get it all worked out.

**Motion:** Request authorization for Mayor Wallace to engage Whetstone Fire District and Chief Bidon in regards to fire/ems services to the Town , **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.  
Motion passed unanimously.

**E.5 Discussion and/or Action [Mayor Wallace]:** Council will provide direction to staff regarding the possibility of updates/upgrades to the Town's phone system and services.

**Motion:** Item E.5, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Mayor Wallace explains that this is just authorizing staff to get quotes on cost of re-wiring the Town Hall/Police Department building and relocating current phone equipment that is currently in the Fire Department to Town Hall, to possibly upgrade to VOIP phone system. Also look at getting Century Link to provide phone service and/or wired internet to Town Hall and the Police Department. We also just got a notice from AT&T that our local service with them will terminate on October 1<sup>st</sup>, 2020 so we have to get a new local carrier.

Councilmember Trate asks if it is necessary for the Town to use landline phone service, or if cellular service would suffice. Mayor Wallace states it is necessary for fax and the Police Department and as a Municipality we should have phone service. Councilmember Trate asks

if the fax even gets used. She is advised that we do use it. Mr. Benavidez states that because of our essential services we have to have a hard line.

Councilmember Post questions who else provides services. Century Link is the local provider. Councilmember Hirshberg asks how much notice we were given that they were going to do this. Ms. Thorpe advises she just saw the letter on Monday. Mayor Wallace states that they may have sent out a notice prior, however this is the first time it was brought to our attention.

**Motion:** Direct staff to look into our local services, identify ways to reduce cost in services and consider the options for technological advances and potentially better internet connectivity to the Admin building., **Action:** Direct Staff, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Motion passed unanimously.

**E.6 Discussion and/or Action [Chief Thies]:** Chief Thies will present the proposal for procuring new police department vehicles.

**Motion:** , **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Chief Thies presents his proposal for procuring two new vehicles for the Police Department to replace two of the Department's aging vehicles. He provides details regarding the types of vehicles looked at and which vehicle was selected as the best option for the Department. The vehicle selected was the Chevrolet Tahoe. Chief Thies states that he has the money available in the Police Department savings account to pay for the first year lease for two vehicles. He also states he will be able to budget and surplus items for the remainder of the lease term to pay for these vehicles. These vehicles will provide the safety that the current vehicles can no longer offer due to their constant mechanical problems. The budgeted amount for vehicle maintenance will be used up within the month at the current rate that there are problems with the vehicles.

Councilmember Banks asks about the Ford Explorer and why it says tested-failed and also about the gas mileage and why it is not included in the report. Chief Thies states that there was a carbon monoxide problem that was not fixed yet. He is unsure why the gas mileage is not available. The Dodge Durango is not available and so is not an option.

Chief Thies provides the pricing for equipping and painting/marketing the vehicles.

Total pricing for the option chosen is \$125,275.70 with yearly payments for two vehicles being \$24,994.54. Chief Thies states that he can also pay for the first year of lease for an additional two vehicles in January when the 2021's come out. Mayor Wallace asks what about after the first year, Chief Thies responds that is for the Town to figure out how to increase his budget. Mayor Wallace states that is for the Chief has to figure out where he can make cuts because we can't afford to increase funds for anyone right now. Trying to find funds for four new vehicles in the same fiscal year is not going to happen and will not be approved. Mayor Wallace can support two in this fiscal cycle. It's not the Town that will have to figure it out, it is up to the Police Department.

Mayor Wallace stresses that he does not want these new vehicles to be take home vehicles, they should remain here for whichever Officer is on duty.

Councilmember Banks asks if the vehicle and equipping the vehicle is all included in the lease. Chief Thies and Mayor Wallace state that it is. Mayor Pro Tem Johnson states that she was under the impression from speaking with Chief Thies that he could get two this year and two next year, speaking in terms of fiscal year not calendar year. Chief Thies states he was talking about calendar year, so in January he could get two more and will have enough for that lease amount as well for the first year, after that he is not sure how the Police Department would pay for them. Mayor Wallace states that what he sees right now is money to cover two vehicles for two years, not money to cover four vehicles for one year. Mayor Wallace states that if we start cutting budgets again, we are going to have to furlough staff. In order to pay for those vehicles we would have to do mandatory furloughs on staff in order to make the money work.

Chief Thies states that last year he was budgeted for \$684,000.00 and came in at \$611,000.00, I cut by \$72,000.00 and he plans to keep doing that. Mayor Wallace agrees that this is good however the budget is an estimate only and if we don't get the revenue to sustain it then cuts and adjustments have to be made. If we don't have the money to spend, we don't have the money to spend.

Councilmember Banks states that there is nothing stating what is currently in the fleet. Chief Thies states there is a 2010 and four 2012 Dodge Chargers and one 2012 Jeep in the fleet. She asks if the extended warranty covered all of these vehicles, which Chief Thies states it does, and clarifies that it all expires on June 20<sup>th</sup>, 2021. Councilmember Banks asks how many miles the current vehicles have on them. Chief Thies states approximately 70,000 each, some have a little bit more. The average lifespan for a police vehicle is about 7 years.

Chief Thies states he is okay with two, he will get the grant and come back in January for the others.

Mayor Wallace reiterates that he can not see supporting all four, the Town could not afford it without serious cuts or closures. Chief Thies directs a statement at Jim Halterman.

Councilmember Hirshberg asks how many Chevrolet dealers in the state responded to his request for a quote. Chief Thies states just this one, they are the best deal because there is a state contract and it's why we aren't paying approximately \$5,000.00 on tax.

Mayor Wallace asks when the first payment would be due. Chief Thies states within 30 days.

Mayor Wallace asks if that is from the time of delivery or signing. Chief Thies will find out.

Mayor Wallace states that he is well aware of the problems with the current fleet, and these will be the safest for our Officers. He does not want to see them assigned to a specific Officer, he wants them to be used by the whoever is on duty. They should not be take home. The best of the older ones can be taken home by whoever is on-call.

**Motion:** Chief Thies going ahead with the lease of two Chevy Tahoes, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Motion passed unanimously.

**E.7 Discussion and/or Action [Jean Post]:** Councilmember Post will present options for employees who choose not to participate in the Town provided employment benefits.



**Motion:** Item E.7, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Councilmember Post is wondering how many people we have who are not getting the benefits offered like the Town Manager. She asks if there are any other towns that do this. Director Harvey asks if she means to employees that don't take the benefits offered by the Town, if they somehow compensate them. She states that she doesn't know much, she does know one Town that offers a flat rate of \$125.00 per pay period to anyone who doesn't take the Town offered health insurance because it is a significant cost to the Town and that employee is actually saving the Town money. Benson does it. Councilmember Trate states that she believes that is per month not per pay period. Director Harvey states that yes it's per month that they offer that flat rate and it's for any employees that don't take the benefits for whatever reason.

Councilmember Post clarifies that it is not just for Veterans, but anyone who doesn't take the benefits. Director Harvey confirms this.

Councilmember Post thinks that if we are going to offer this to the Town Manager, it should be offered to anyone. Mayor Wallace states that the Town Manager is a contract position as well and so that gets written into the contract. That is the key difference. He does like the idea of compensating someone who chooses not to take the insurance because they are saving the Town money. He is not sure that this is a decision for Council. It would be something for the Town Manager to look into. Attorney Benavidez states that it is not really a Council decision, however they could direct staff to look into it.

Councilmember Post would like it looked into. Councilmember Trate states that when she worked for a Municipality, whenever someone made suggestions like this, staff was always directed to call similar or other towns to see what they do. She suggests that this should be done.

Councilmember Butterworth states that in state and federal jobs, there is no bonus involved because if you choose not to get the benefits, you are basically giving yourself a pay raise, because you aren't paying for the benefits. There is no question about getting extra money for not taking the insurance.

**Motion:** Direction to staff to engage some other municipalities and see if they provide any incentive to staff who do not take town provided benefits, **Action:** Direct Staff, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.  
Motion passed unanimously.

**E.8 Discussion and/or Action [Mayor Wallace]:** Council will decide whether the Town will participate in the federal social security payroll tax deferral program offered by executive order of the President of the United States. The program merely extends the due date for an employer's obligation to withhold and pay to the US Treasury the 6.2 percent employee portion of the social security tax for pay periods beginning on September 1, 2020, and ending on December 31, 2020. Beginning in January, 2021, the Town would have to collect the deferred tax amounts from its employees because they must be repaid to the Treasury.

**Motion:** Item E.8, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Mayor Wallace states that if you are having money taken out of your paycheck, this deferral means that in January you will have to pay double of what you normally would to pay it all back.

Debra Trate states that the Town may be liable to pay it back if the employee were to leave. Mayor Wallace states they would not be.

**Motion:** Not participate in the federal social security payroll tax deferral program **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.  
Motion passed unanimously.

**E.9 Discussion and/or Action [Debra Trate]:** Councilmember Trate will present the possibility of engaging Xpress BillPay for processing and mailing the Town's water/sewer/trash bills.

**Motion:** Item E.9, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Debbie Trate.

Councilmember Trate states that when she worked for another municipality, they used XpressBillPay. They also encouraged people to get their bills emailed to them and to pay online. Her thought is that since we have such a small staff and it takes so much time to do this that we should look into how much it would cost and also to do the campaign to do emailed bills.

Mayor Pro Tem Johnson is concerned about the people who do not have internet and would not be able to do this. Councilmember Trate says that it isn't to force people.

**Motion:** Direction to staff to look into XpressBillPay to see what the cost would be for them to do our billing and compare that cost to what it costs us to do it., **Action:** Direct Staff, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.  
Motion passed unanimously.

**8:36pm**

**Motion:** Take a 15 minute break, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.  
Motion passed unanimously.

**8:50pm**

Back to session.

**E.10 Discussion and/or Action [Mayor Wallace]:** Executive [closed] session, pursuant to A.R.S. 38-431.03(A)(1), to interview applicants and discuss hiring a new Town Clerk. Following the executive session, the Council might take action to hire a new Town Clerk or it might direct staff concerning further recruitment activity.



**Motion:** Item E.10, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Mayor Wallace confirms with Director Harvey that there are two applicants and they are both present tonight.

**8:51pm**

**Motion:** Enter Closed Session, **Moved by** Johann Wallace, **Seconded by** Donna Johnson. Motion passed unanimously.

**10:03pm**

**Motion:** Close executive session and enter back into the public., **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

**Motion passed unanimously.**

**Motion:** Hire Brandye Thorpe as the Town Clerk, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Joy Banks.

**Motion passed 6:1**

Mayor Wallace thanks Mr. Smith for applying.

**E.11 Discussion and/or Action [Mayor Pro Tem Donna Johnson]:** Council might act to appoint an interim town manager should a town clerk be hired. The Council might also direct staff concerning the recruitment and hiring of a town manager.

**Motion:** Item E.11, **Action:** Open for Discussion and/or Action, **Moved by** Donna Johnson, **Seconded by** Cynthia Butterworth.

**Motion:** Appoint Suzanne Harvey as Interim Town Manager and continue with recruitment process as originally stated, **Action:** Amend, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Motion passed unanimously.

## **F. Department Director reports**

Dr. Johnson states that he and Jim Halterman have been busy with engineering stuff and the signal light should be done within the next 30 days. Yard cleanup has gotten more results this year over last. HD Motorsports had a setback, through no fault of their own and that will be getting taken care of soon. He and Jim Halterman took an engineer out to the sewer ponds so that they can progress with ADEQ.

Chief Thies states that during his presentation he made a comment regarding Jim Halterman and he did not mean it the way it sounded. In no way does he mean that we should trade him for two vehicles. He apologizes. He did not mean it that way.

Mayor Wallace states that he has heard that there may be a vehicle coming before Council for Public Surplus that has been sitting for two years unused. There is a possibility of getting

about \$19,000.00 for it. It is a dump truck. For the landfill, Council should have received some photos of work that is being done despite some wind and rain.

Director Harvey states that the Library is working on Phase 2 of the reopening plans, where people will be allowed to come in and get books. Currently there is only computer usage by appointment. Limited number of people would be allowed at a time and cleaning and sanitizing would be done between each group.

Dr. Johnson adds that Jim Halterman has also gone to his first TAC meeting.

**G. Items to be placed on future agendas**

Councilmember Trate would like to look at becoming a part of SEACAP because they assist with water/sewer/trash bills

**H. Reports of Current Events by Council**

Councilmember Butterworth telephonically attended the TAC meeting. She was at the painting of the building on Saturday and they will be there again this Saturday.

Mayor Pro Tem Johnson has been attending staff meetings and tells Council that there is a lot to be learned if they come.

Mayor Wallace states that Keith Dennis emailed him stating that Hunt Park is not going to be eligible for the CDBG grant due to it's location in a flood plain, however there is the money from the CARES ACT freeing up some Town money, so he would like to have an agenda item for the next Council meeting to use around \$50,000.00 to proceed with the upgrades to the park because he does not want to leave that park out. He would like to include it in the existing scope of work if possible.

**I. Adjournment**

**10:15pm**

**Motion: To Adjourn, Action: Adjourn, Moved by Johann Wallace, Seconded by Cynthia Butterworth.**

**Motion passed unanimously.**

Approved by Mayor Johann R. Wallace on September 24th, 2020.

---

Mr. Johann R. Wallace  
Mayor

Attest: \_\_\_\_\_  
Ms. Brandye Thorpe,  
Town Clerk

Seal:

### **Certification**

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on September 10, 2020. I further certify that the meeting was duly called and a quorum was present.

---

Ms. Brandye Thorpe,  
Town Clerk



# TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE  
HUACHUCA CITY TOWN COUNCIL SPECIAL SESSION  
SEPTEMBER 16, 2020 AT 6:00 PM  
COUNCIL CHAMBERS  
500 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85616**

## **AGENDA**

### **A. Call to Order – Mayor**

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum

*Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.*

**The meeting was called to order at: 6:00 pm**  
**The Pledge of Allegiance was led by: Mayor Wallace**

### **Roll Call.**

**Present:** Johann Wallace, Joy Banks, Cynthia Butterworth, Christy Hirshberg, Jean Post, Suzanne Harvey (Not voting), Brandye Thorpe (Not voting).

**Absent:** Donna Johnson, Joy Banks, Debbie Trate, Thomas Benavidez, Attorney.

### **B. Call to the Public – Mayor**

*A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public*

Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

### **C. Consent Agenda - Mayor**

All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.

**C.1. Discussion and/or Action [Director Howe]:** Director Howe and Hugh Walker, Environmental Consulting Engineer, will discuss Phases 1-3 of the Landfill expansion, including current landfill construction, anticipated challenges, costs, and capital planning. Council may provide direction to staff regarding next steps.

**Motion:** Item C.1, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Mayor Wallace recognizes Director Howe and Hugh Walker. Mr. Walker explains that his presentation will cover the recent history of the landfill to present and will provide two options regarding what can be done.

Mayor Wallace informs Council that Mr. Walker is not here to give advice or make suggestions, he is simply going to provide the details of what can be done.

Mr. Walker gives his presentation showing each part of the landfill and how it is currently being used. He also shows what is currently permitted and what the proposed expansion would allow for. He explains that parcel 5 can not be touched until it has an environmental study done on it. If the Town were to decide to do a horizontal expansion, it would stop it's vertical growth. The expansion and closure of the current in use part of the landfill would cost approximately \$3.5 million. The options are to proceed with the permit process as-is, which can be changed later, or consider changing the design, which would continue the current elevation to the new areas, providing much more capacity. This would add more volume which means more money. Or the Town could choose to do nothing and continue with the landfill as it is until closure.

Mayor Wallace asks what the current elevation we can go to is. Director Howe states we can go to an elevation of 4460, we are currently at 43 something. That leaves about 80 more feet. Councilmember Butterworth asks about if they were to expand and keep the current height, there would be a valley in between. How deep would that be and how would it effect rain runoff? Mr. Walker states that it would have no valley if done in a way that he shows on the slides. Director Howe shows Council a drawing of how it would work.

Director Howe tells Council that one of the existing water monitoring wells would have to be relocated.

Councilmember Post asks if it will be dug out before trash starts being placed. Mr. Walker says it will be and then lined as well.



Mayor Wallace states that parcel 5 right now is useless because it can't be touched until it has an environmental study done. Then we could at least use it for cover dirt. Mr. Walker states that it could be used if there were new designs including it. It does have a gas pipeline running through it and that would have to be relocated, which would be a huge cost.

Councilmember Butterworth asks how long it will last with parcels 1,3 and 4 in use. Mr. Walker states that parcel 1 which is in use currently will be ok until approximately 2040, with the addition of 3 and 4, that would extend by approximately 40 more years.

Mayor Wallace states that those are the options. Keep it like it is or move forward with the permit. Getting the permit doesn't hurt, whether we do anything with it or not.

Director Howe states that getting the permit is an asset that gives additional options for the future whether it is decided to move forward with expansion or not.

Councilmember Butterworth states it either up or out. Mayor Wallace adds or both.

**Motion:** Come back with some options at the next meeting, **Action:** Direct Staff, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.  
Motion passed unanimously.

#### **D. Adjournment**

**Motion:** , **Action:** Adjourn, **Moved by** Johann Wallace, **Seconded by** Jean Post.

**Motion passed unanimously.**

**Meeting Adjourned: 6:30 pm**

Approved by Mayor Johann R. Wallace on June 25, 2020.

---

Mr. Johann R. Wallace  
Mayor

Attest:

---

Ms. Brandye Thorpe,  
Town Clerk

Seal:

#### **Certification**

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on June 11, 2020. I further certify that the meeting was duly called and a quorum was present.

---

Ms. Brandye Thorpe,  
Town Clerk

DRAFT











**MILES**

04674011

10









RPM / 1000

10

20

MPH

PR

1 3 6 10 15 20















# City of Sierra Vista

1011 N. Coronado Drive  
Sierra Vista, AZ 85635  
(520) 458-3315

TOWN OF HUACHUCA CITY  
500 N GONZALES BLVD  
HUACHUCA CITY, AZ 85616

## INVOICE

Invoice Date	Invoice No.
07/30/2020	3293
Customer Number	
3048693	
Invoice Total Due	
\$1,574.23	
Due Date	
08/31/2020	

Due Upon Receipt

WO#:310411447  
End Date:07/24/2020  
HUACHUCA CITY PW 1, MLG 244110

00000182021400003293800001574235

Description		Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
FLEET MAINTENANCE PARTS (TAXABLE)		1	\$476.75	EACH	\$476.75	\$0.00	\$0.00	\$476.75
Charge: FLEET MAINTENANCE PARTS (TAXABLE) -								
WO: PW 1 miles = 244110 1. SERVICE AC 2. REPAIR								
IGNITION. 3. MILEAGE READING NOT WORKING								
FLEET MAINTENANCE LABOR		1	\$996.80	EACH	\$996.80	\$0.00	\$0.00	\$996.80
Charge: FLEET MAINTENANCE LABOR - WO: PW 1								
miles = 244110 1. SERVICE AC 2. REPAIR IGNITION. 3.								
MILEAGE READING NOT WORKING								
FLEET MAINTENANCE MISC/FREIGHT CHARGE		1	\$100.68	EACH	\$100.68	\$0.00	\$0.00	\$100.68
Charge: FLEET MAINTENANCE MISC/FREIGHT								
CHARGE - WO: PW 1 miles = 244110 1. SERVICE AC 2.								
REPAIR IGNITION. 3. MILEAGE READING NOT								
WORKING								
Please Put Invoice Number on your check.					Invoice Total:		\$1,574.23	
Make Checks Payable to: City of Sierra Vista								

P# W-009  
20200804  
PW 1 TRUCK. m

PW 1 TRUCK  
\$2355.18

REPAIR MAINTENANCE SINCE  
JUNE 2020.

Online Payments, Visit [WWW.Sierravistaaz.gov](http://WWW.Sierravistaaz.gov) Move your cursor over the "I WANT TO" Menu tab. Then highlight "PAY ONLINE", scan the fly-out menu for the bill type. You will need your Customer # & Customer Name, which are on the bills.

ORIGINAL  
COPY

7-8/2020



**City of Sierra Vista**  
**Public Works - Fleet Services**  
 1011 N. Coronado Drive  
 Sierra Vista, AZ 85635  
 (520) 458-5775

<b>Customer</b>		<b>Primary Phone</b>	<b>Secondary Phone</b>	<b>Tag</b>
HUACHUCA CITY		210		326125
<b>Equipment</b>				
PW 1 CHEVY 2500 HD 4 DOOR CREW CAB PICKUP				<b>Year</b>
<b>Make</b>		<b>Model</b>	<b>VIN (Serial)</b>	
CHEVROLET		2500 HD		

<b>WO#</b>	<b>Mileage In</b>
310411447	0.0
<b>Actual End Date</b>	<b>Req. Complete Date</b>
07/24/2020	07/24/2020

<b>Description</b>
PW 1 miles = 244110 1. SERVICE AC 2. REPAIR IGNITION. 3. MILEAGE READING NOT WORKING

<b>Description of Service and Parts</b>
<p><b>Task #1 FLEET STATE &amp; LOCAL</b>          Comments: PW 1 miles = 244110 1. SERVICE AC 2. RE          Labor Hours: 0.00</p> <p><b>Task #2 Air Conditioning &amp; Heating System Repair</b>          Comments: SERVICE AC          Parts: BLOWER MOTOR RESISTOR - 22807122 - 1.00          Parts: DEX COOL - RTU1DEX - 2.00          Parts: GM PUSH RETAINER - 6653128 - 2.00          Parts: MODE DOOR ACTUATOR - 1573952 - 1.00          Parts: THERMOSTAT W GASKET - 1511057 - 1.00          Parts: WATER PUMP KIT - 12703898 - 1.00          Labor Hours: 1.40</p> <p><b>Task #3 Electrical Distribution</b>          Comments: REPAIR IGNITION          Parts: DOOR CHECK - 924304 - 1.00          Parts: IGN LOCK CYL - 924725 - 1.00          Labor Hours: 3.00</p> <p><b>Task #4 Air Conditioning &amp; Heating System Repair</b>          Comments: Install new MODE actuator          Labor Hours: 2.10</p> <p><b>Task #5 Air Conditioning &amp; Heating System Repair</b>          Comments: Installed new blower module          Labor Hours: 0.50</p> <p><b>Task #6 Body Repair</b>          Comments: Drivers front door check is broken          Labor Hours: 1.20</p>

Signature \_\_\_\_\_

Date \_\_\_\_\_



**City of Sierra Vista**  
**Public Works - Fleet Services**  
 1011 N. Coronado Drive  
 Sierra Vista, AZ 85635  
 (520) 458-5775

<b>WO#</b>		<b>Mileage In</b>	
310411447		0.0	
<b>Actual End Date</b>		<b>Req. Complete Date</b>	
07/24/2020		07/24/2020	
<b>Customer</b>	<b>Primary Phone</b>	<b>Secondary Phone</b>	<b>Tag</b>
HUACHUCA CITY	210		326125
<b>Equipment</b>			<b>Year</b>
PW 1 CHEVY 2500 HD 4 DOOR CREW CAB PICKUP			2008
<b>Make</b>	<b>Model</b>	<b>VIN (Serial)</b>	
CHEVROLET	2500 HD		

**Task #7 Engine Repair**

Comments: Water pump leaks after small trip  
 Labor Hours: 1.80

**Task #8 Road Call**

Comments: Perform road call to H.C. landfill  
 Labor Hours: 1.20

**Comments/Cause/Correction**

07/24/2020; FBirner; Inspected and performed system check found blows 56 degrees. Found "mode" door does not operate and has code for fault in HVAC system. Needs replacement for repair. See next line for repair details. Evacuated Freon and found 10 oz. low of 134a. Performed vacuum test and passed. Topped off to correct amount and found blows 42 degrees.

07/24/2020; FBirner; Found ignition key will not turn and or start engine. Found damaged lock cylinder. Drilled out and installed new unit. Got started and also found intermittent starter operation due to bad connection in fuse box under hood. Repaired and verified repair. Note; repaired TOW / HAUL switch on shifter since was in that area.

07/24/2020; FBirner; Related to first A/C line. Removed front seats and console to gain access to install new "mode" door motor. Reassembled and verified correct operation of all functions.

07/24/2020; FBirner; Found no blower speed at any setting. Checked powers and grounds to blower motor and has power/ voltage going into module but no voltage coming out at any speed settings. Need's new blower module. Installed new unit and verified repair.

07/24/2020; FBirner; Found driver door check is broken upon arrival. Ordered part. Removed door panel install new unit. Verified repair.

07/24/2020; FBirner; Noted coolant leaking from water pump area. Pressure tested and verified leaks at pump. Removed all related parts to gain access to install new water pump and new thermostat assembly. Installed new coolant and cleaned area. Road tested to verify repair.

07/24/2020; FBirner; Took SV 214 to landfill and attempted to pick up and tow back to shop. Found upon arrival has no drive shaft installed and parking brakes will not grab. Need to get chains and binders to perform safe tow. Got all need equipment and towed back to shop and then unloaded. Installed driveshaft.

Signature \_\_\_\_\_

Date \_\_\_\_\_







EXTRAORDINARY SKILLS.  
UNCOMMON GROUND

## CITY OF SIERRA VISTA FLEET

401 GIULIO CÉSARE AVE

SIERRA VISTA, AZ

85635

QUOTE PW1

INV0002

DATE

Aug 27, 2020

BALANCE DUE

USD \$271.44

BILL TO

HUACHUCA CITY PW1

DESCRIPTION	RATE	QTY	AMOUNT
INTAKE MANIFOLD GSKT SET	\$75.09	1	\$75.09
VALLEY PAN GSKT SET	\$23.35	1	\$23.35
KNOCK SENSOR	\$59.50	2	\$119.00
KNOCK SENSOR HARNESS	\$30.70	1	\$30.70
EVAP EMISSIONS TUBE	\$23.30	1	\$23.30
TOTAL			\$271.44

BALANCE DUE USD \$271.44

2x R&R Sensors 240.50  
Load test - 2  
Trouble shooting

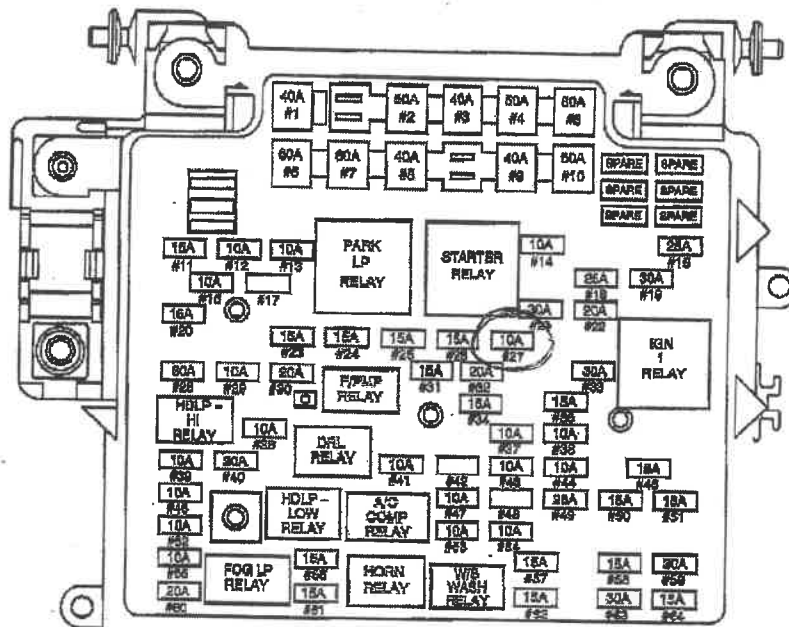
→ Labor 240.30  
517.74



2003 Chevy Truck K 2500 Truck 4WD V8-6.0L VIN U

Vehicle > Power and Ground Distribution > Fuse Block > Application and ID > Components

Fuse Block - Underhood Top View







reply



# **2004 Chevy Silverado 2500 4WD SB Crew Cab - \$8,700 (Huachuca City)**

image 1 of 24





**2000 Chevrolet Silverado**

**VIN: 2GCEC19T231379401**

**condition: excellent**

**cylinders: 8 cylinders**

**drive: rwd**

**fuel: gas**

**odometer: 120000**

**paint color: silver**

**size: full-size**

**title status: clean**

**transmission: automatic**

**type: truck**

- do NOT contact me with unsolicited services or offers



18:15 



2003 Chevr...  
ista.craigslist.org



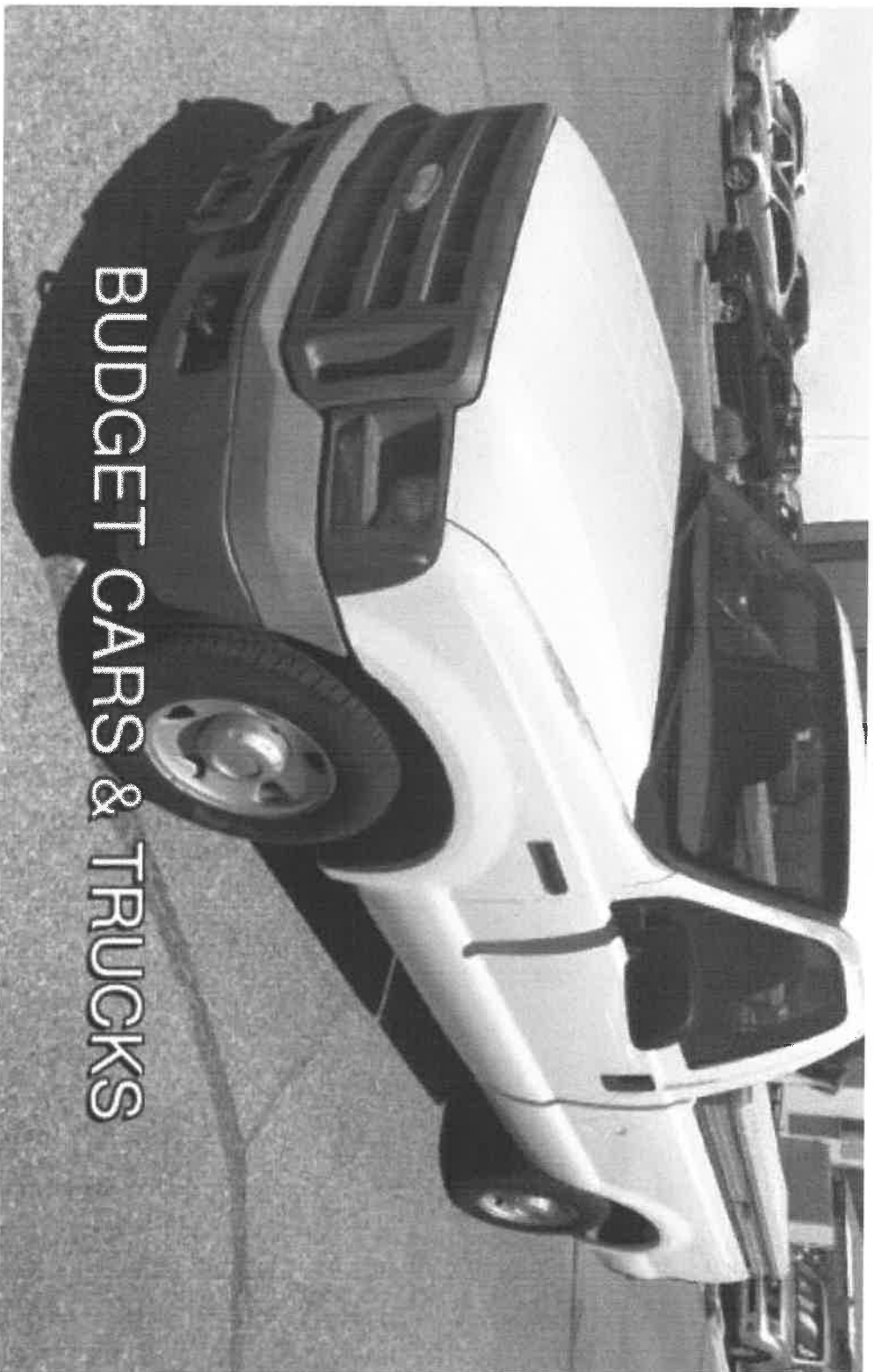




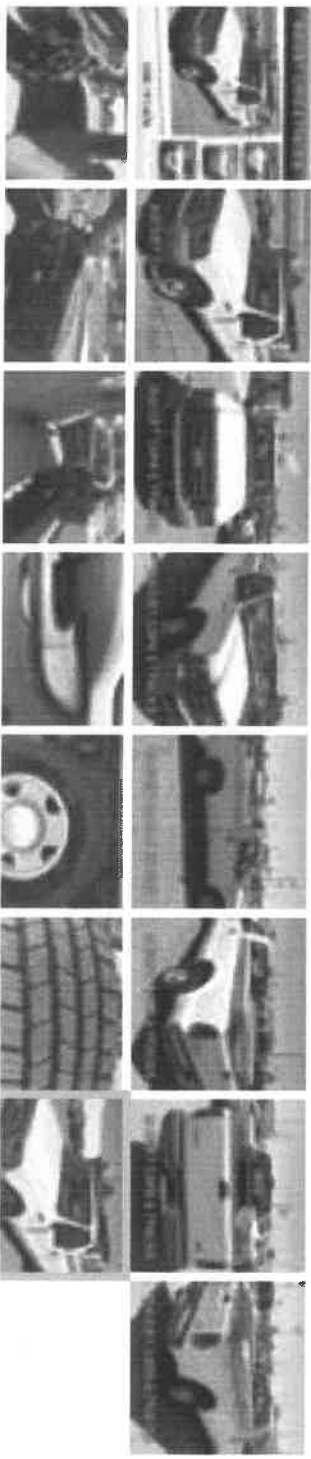


Excellent condition straight body very clean  
, new tires, bed liner, camper shell, class 3  
hitch, disc player, cruise control, cool AC, 1/2  
Ton with heavy duty shocks only 120,000  
miles. 2WD





# BUDGET CARS & TRUCKS





4 WHEEL DRIVE

V8 Triton 4.6 Engine - Automatic with  
Overdrive

Runs Super Tight - Lot's of Power  
Exterior is a Gorgeous Tomato Red - No  
Scratches or Fading

Interior is also in Mint Condition  
Step Side Bed with Liner - Really Convenient  
to Access Bed from all sides

Running Boards

Premium Chrome Wheels and Cooper High  
Profile Tires

Sliding Back Window

Tow hitch w Ele hook Up

AC works perfectly

169k  
miles

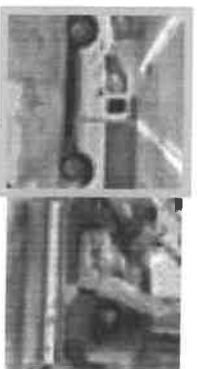
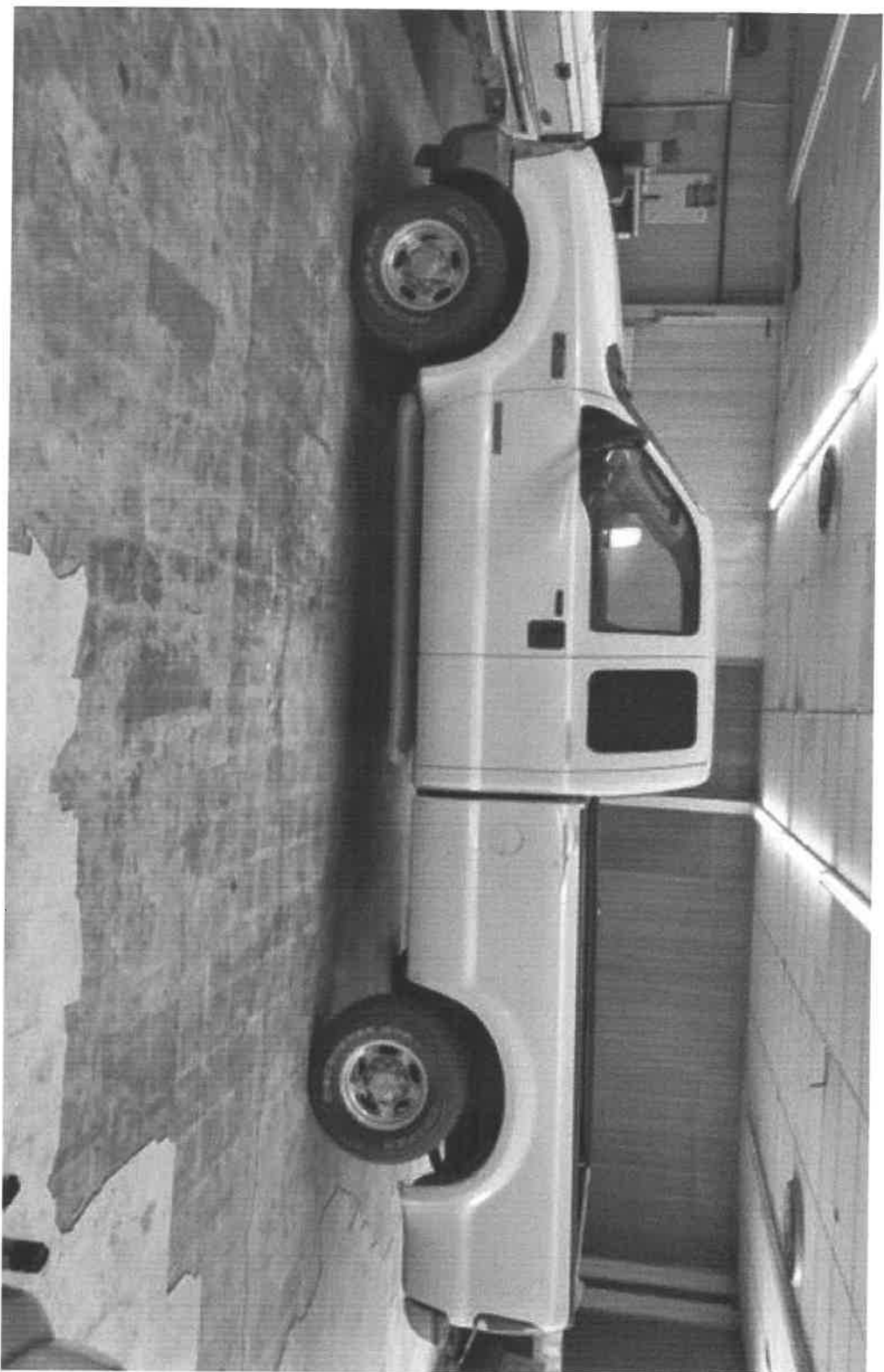
Great stereo system with a 6 Disk CD Player  
Power Windows, Door Locks and Mirrors -  
Wind Guards on windows

I Assure You that you won't see a Cleaner

TRUCK AVAILABLE







2004 F250 Diesel Runs like a charm New









Beautiful One ton Crewcab all the bells and  
whistles 454 cu in engine automatic  
automatic trans leather interior Only 98000  
miles new tires & battery includes fifth  
wheel hitch call Mike@ [show contact info](#)



fuel: **gas**

odometer: **183000**

paint color: **yellow**

title status: **clean**

transmission: **automatic**

type: **truck**

more ads by this user

- do NOT contact me with unsolicited services or offers

post id: 7186815445      posted: 24 days ago





# Mechanic)

image 1 of 13





**Image:** 215,255

**Exterior Color:** Red

**VIN#:** 3FTNF20L93MB15255

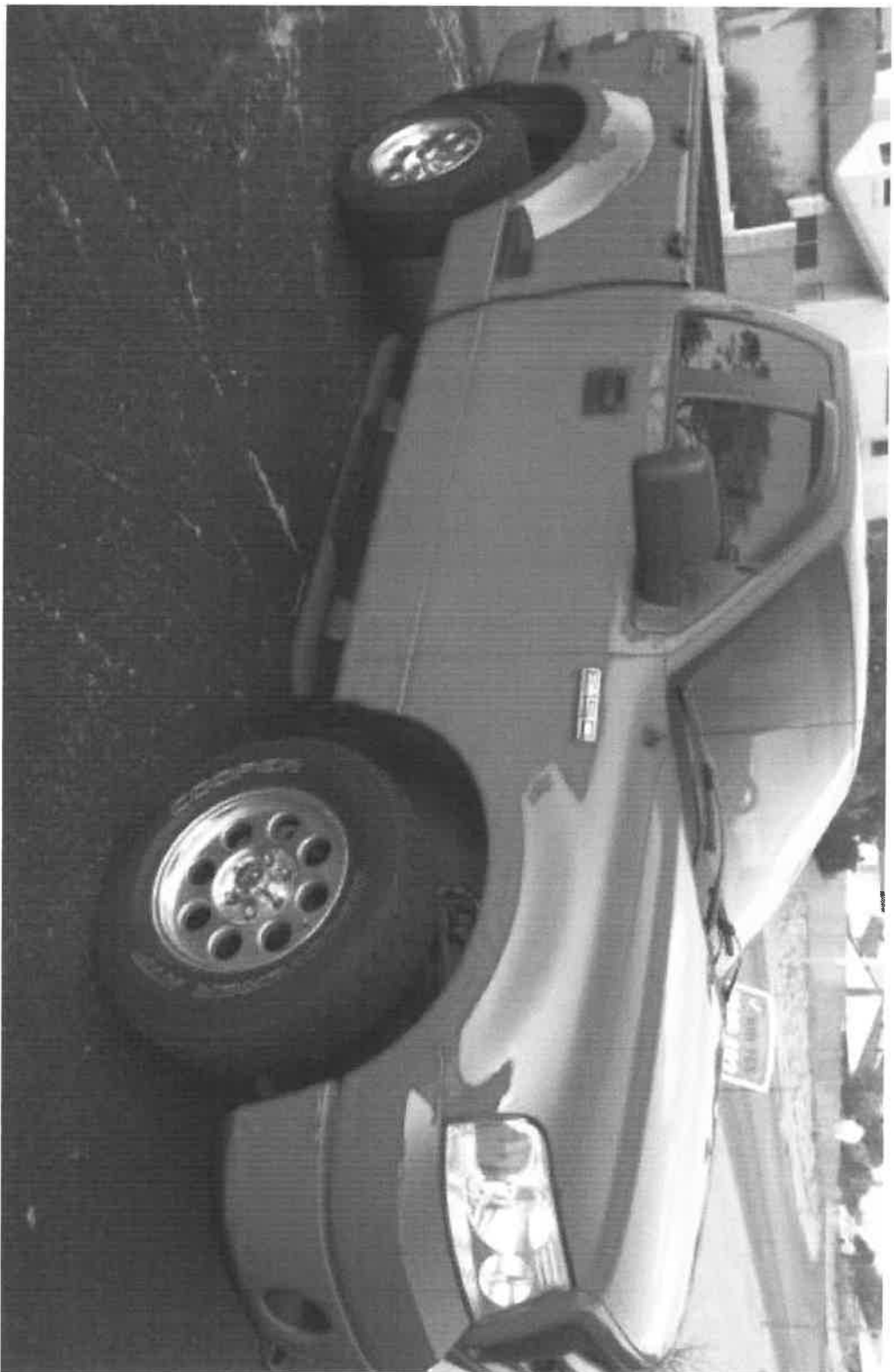
**Engine:** V8 5.4L Gas Engine

**Description:** 2003 Ford F250 Utility Service Truck, Ladder Rack, Fleet Owned & Maintained, RARE RED COLOR! Tow Package, 8' Service Bed, Side Compartments & Shelves, Flip-Top Lids, 3/4 Ton Model, Full-Size Lumber Rack, Fold Out Trays, Great Work Truck, \*\*\*NEW INTAKE MANIFOLD & MANIFOLD GASKETS. NEW SPARK PLUGS. NEW IDLE AIR CONTROL MOTOR. NEW ENGINE OIL & FILTER. NEW COOLANT\*\*\* Automatic Transmission, Air Conditioning, Vinyl Seats & Vinyl Flooring for Easy Clean-Up, Great Hauling & Towing Capability, AM/FM Radio and much more. Give us a call at 951 735-6269 or toll free at 1-877-826-7253. Were located in Corona, California but can assist delivery to Arizona.

**Asking Price:** \$5,995

**For more information about this vehicle**









4 WHEEL DRIVE

V8 Triton 4.6 Engine - Automatic with  
Overdrive

Runs Super Tight - Lot's of Power  
Exterior is a Gorgeous Tomato Red - No  
Scratches or Fading

Interior is also in Mint Condition  
Step Side Bed with Liner - Really Convenient  
to Access Bed from all sides

Running Boards

Premium Chrome Wheels and Cooper High  
Profile Tires

Sliding Back Window

Tow hitch w Ele hook Up

AC works perfectly

Great stereo system with a 6 Disk CD Player  
Power Windows, Door Locks and Mirrors -  
Wind Guards on windows

I Assure You that you won't see a Cleaner

TRUCK AVAILABLE





GM FINANCIAL

Date: SEPTEMBER 16, 2020

TOWN OF HUACHUCA CITY

500 N GONZALES BLVD

HUACHUCA CITY

AZ

85635

Re: Master Equipment Lease Purchase Agreement dated SEPTEMBER 16, 20 20 and Schedule of Property No. 01  
dated SEPTEMBER 16, 20 20.

Attached please find the following documentation:

- Amendment No. 1 (if applicable): state-specific
- Master Equipment Lease Purchase Agreement
- Exhibit A - Schedule of Property No. 1
- Exhibit A-1 – Rental Payment Schedule
- Exhibit B - Final Acceptance Certificate
- Bank Qualified Designation Form
- Certificate of Signature Authority – To be signed by an authorized individual other than the person signing the Agreement documentation.
- Power of Attorney for Motor Vehicle Filings
- Billing Information Sheet
- IRS Form 8038-G/GC Sample and Instructions
- AZ ADDENDUM
- ADVANCE PAYMENT
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Please complete the documentation, and return to me at the address below. Please include a tax exemption certificate if applicable.

If you have any questions, please call 800-735-3273 EXT 1291 or email CSCHURR@LEASEDIRECT.COM

Sincerely,

COLEEN SCHURR

GM Financial  
1111 Old Eagle School Rd  
Wayne PA, 19087

17GMF003



GM FINANCIAL

# INVOICE

**Borrower:** TOWN OF HUACHUCA CITY  
500 N GONZALES BLVD  
HUACHUCA CITY AZ 85635

Invoice Number: ADVANCE  
Invoice Due Date: UPON RECEIPT  
Control Number: 500-50158929  
Amount Due: \$ 26,994.10

**Attention:** Accounts Payable

**Name of Obligation:** Master Equipment Lease Purchase Agreement dated: SEPTEMBER 16, 2020

**Equipment Description:** ADVANCE PAYMENT ON LEASE # 500-50158929

INVOICE DUE DATE	AMOUNT DUE
UPON RECEIPT	26,994.10

Remit to: GM Financial  
1111 Old Eagle School Rd  
Wayne, PA 19087  
Attn: COLEEN SCHURR

Future Remittances:  
GM Financial

Keep top portion for your records

To ensure proper credit to your account, please detach bottom portion and return with your payment.

Remit to: GM Financial  
1111 Old Eagle School Rd  
Wayne, PA 19087  
Attn: COLEEN SCHURR

Invoice Number: ADVANCE  
Due Date: UPON RECEIPT  
Amount Due: \$ 26,994.10



# MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

This Master Equipment Lease Purchase Agreement dated as of SEPTEMBER 16, 2020, ("Agreement") and entered into between AmeriCredit Financial Services, Inc., d/b/a GM Financial, a Delaware corporation ("Lessor"), and TOWN OF HUACHUCA CITY, a body corporate and politic existing under the laws of the State of AZ ("Lessee").

**1. AGREEMENT.** Lessee agrees to lease from Lessor certain "Equipment" as described in each Equipment Schedule (Exhibit A), which together with a Rental Payment Schedule (Exhibit A-1) constitute a "Schedule", subject to the terms and conditions of and for the purposes set forth in each Lease. Items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant thereto) which are incorporated by reference into such Schedule shall constitute a separate and independent lease and installment purchase of the Equipment therein described and are referred to herein as a "Lease".

**2. TERM.** The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 11, or (ii) the date on which sufficient monies to purchase the Equipment listed in such Lease are deposited for that purpose with an escrow agent, or (iii) the date sufficient monies are set aside for acquisition of Equipment as evidenced in Exhibit D, if applicable. The "Lease Term" for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated. The "Original Term" means the period from the Commencement Date for each Lease until the end of Lessee's fiscal year or biennium (as the case may be) (the "Fiscal Period") in effect at such Commencement Date. The "Renewal Term" for each Lease is each term having a duration that is coextensive with the Fiscal Period.

**3. REPRESENTATIONS AND COVENANTS OF LESSEE.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority under the constitution and laws of the state where the Lessee is located ("State") to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Agreement and each Lease; (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic; (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease; (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority; (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Lessee to continue each Lease as may be requested by Lessor; and (g) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule.

**4. TAX AND ARBITRAGE REPRESENTATIONS.** Lessee hereby represents as follows: (a) the estimated total costs of the Equipment listed in each Schedule will not be less than the total principal portion of the Rental Payments listed in such Rental Payment Schedule; (b) the Equipment listed in each Schedule has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts, if any, deposited in escrow to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of any Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance and a copy of such official action has been submitted to Lessor; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments; (e) the Equipment listed in each Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation; and (g) Lessee intends that each Lease

not constitute a "true" lease for federal income tax purposes.

**5. LEASE OF EQUIPMENT.** Upon the execution of each Lease, Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term the Lease Term shall be automatically extended upon the successive appropriation by Lessee's governing body of amounts sufficient to pay Rental Payments and other amounts payable under the related Lease during the next succeeding Fiscal Period until all Rental Payments payable under such Lease have been paid in full, unless Lessee shall have terminated such Lease pursuant to Section 7 or Section 22. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

**6. CONTINUATION OF LEASE TERM.** Lessee currently intends, subject to Section 7, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term of each Lease can be obtained. Lessee's official responsible for budget preparation shall do all things lawfully within his/her power to obtain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, and exhausting all appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable Schedule for any Renewal Term is within the discretion of the governing body of Lessee.

**7. NONAPPROPRIATION.** Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

**8. CONDITIONS TO LESSOR'S PERFORMANCE.** This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Lease and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

**9. RENTAL PAYMENTS.** Lessee shall promptly pay "Rental Payments" as described in Exhibit A-1 to each Lease, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in each Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from such date until paid. Rental Payments consist of principal and interest portions. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.

**10. RENTAL PAYMENTS TO BE UNCONDITIONAL.** EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REA-

SON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

**11. DELIVERY; INSTALLATION; ACCEPTANCE.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate (Exhibit B). Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.

**12. LOCATION; INSPECTION.** Except in the case of motor vehicles, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**13. USE; MAINTENANCE.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessee will enter into a maintenance contract for the Equipment that is acceptable to Lessor.

**14. TITLE.** Upon acceptance of the Equipment under a Lease by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under the Lease; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor, upon (a) any termination of the applicable Lease other than termination pursuant to Section 22 or (b) the occurrence of an Event of Default or termination pursuant to Section 7. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

**15. SECURITY INTEREST.** To secure the payment of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and exclusive lien on the Equipment applicable to such Lease and on all proceeds therefrom. Lessee agrees that Lessor may file with the appropriate authorities such documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, perfect and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

**16. LIENS, TAXES, OTHER GOVERNMENTAL CHARGES AND UTILITY CHARGES.** Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to Property taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. If the Lessee is subject to Sales tax or any other impost, Lessee shall pay to Lessor when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment.

**17. INSURANCE.** At its own expense, Lessee shall during each Lease Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1 of each Lease; (b) liability insurance that protects Lessee and Lessor from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured.

**18. ADVANCES.** In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor with interest thereon from the advance date until paid at the rate of 12% per annum or the maximum rate permitted by law, whichever is less.

**19. DAMAGE, DESTRUCTION AND CONDEMNATION.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to sub-

stantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 22. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of this Section, the term "Net Proceeds" shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 22 purchase Lessor's interest in the Equipment and in any other Equipment listed in the same Lease. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 9.

**20. DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE.

**21. VENDOR'S WARRANTIES.** Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term "Vendor" means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights or obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

**22. PURCHASE OPTION.** Lessee shall have the option to purchase Lessor's interest in all of the Equipment listed in any Lease, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms: (a) on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price as referenced in Exhibit A-1; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price plus accrued interest from the immediately preceding Rental Payment date to such purchase date.

**23. ASSIGNMENT.** Lessor's right, title and interest in and to each Lease, including Rental Payments and any other amounts payable by Lessee thereunder and all proceeds therefrom, may be assigned and reassigned to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered on the registration books. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interests and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor, if any, or Vendor. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. Lessee hereby agrees that Lessor may, without notice to Lessee, sell, dispose of, or assign this Agreement or any particular Lease or Leases through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Agreement or in a Lease or Leases, or in the Equipment listed in or the Rental Payments under a particular Lease or Leases.

None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

**24. EVENTS OF DEFAULT.** Any of the following events shall constitute an "Event of Default" under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under a Lease at the time specified therein; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee in or pursuant to any Lease shall prove to have been false, incorrect,

misleading or breached in any material respect on the date when made; or (d) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

**25. REMEDIES ON DEFAULT.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment and apply the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 7 hereof, against the then applicable Purchase Price. In the event the net proceeds exceed the Purchase Price (and the Rental Payments payable in the then current Original Term or Renewal Term have been paid in full), the amount of such excess shall be paid to Lessee. The exercise of any such remedies in respect of any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under a Lease (after deducting all costs and expenses referenced in the Section) shall be applied as follows: (i) if such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment; or (ii) if such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro-rata.

**26. NO REMEDY EXCLUSIVE.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity.

**27. NOTICES.** All notices or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

**28. RELEASE AND INDEMNIFICATION.** To the extent permitted by State law, and subject to Section 7, Lessee shall indemnify, release, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney's fees and expenses, penalties connected therewith imposed on interest received) arising out of or as result of (a) entering into any Lease, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant or any material representation contained in a Lease. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

**29. MISCELLANEOUS PROVISIONS.** Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Lease may be amended by mutual written consent of Lessor and Lessee. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

<b>LESSOR SIGNATURE</b>	<b>AmeriCredit Financial Services, Inc., d/b/a GM Financial</b>		
	1111 Old Eagle School Road, Wayne, PA 19087		
	Signature	Date	
	Print Name		
	Title		
<b>LESSEE SIGNATURE</b>	Lessee Name <b>TOWN OF HUACHUCA CITY</b>		
	Address <b>500 N GONZALES BLVD</b>		
	City <b>HUACHUCA CITY</b>	State <b>AZ</b>	Zip <b>85635</b>
	Signature	Date	
	Print Name		
	Title		

17GMF004



## EXHIBIT A

**SCHEDULE OF PROPERTY NO. 01**

Re: MASTER EQUIPMENT LEASE PURCHASE AGREEMENT entered into as of SEPTEMBER 16, 2020 ("Agreement"), between AmeriCredit Financial Services, Inc., d/b/a GM Financial ("Lessor") and TOWN OF HUACHUCA CITY ("Lessee"). All terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

The following items of Equipment are hereby included under this Schedule to the Agreement.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease and Lessor hereby commits to provide funds in the amount set forth as principal on Exhibit A-1 hereto. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Rental Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Rental Payment Schedule, subject to the terms and conditions of the Lease.

**Ninety five percent of the financing costs are being used to acquire assets that will be capitalized.**

[illegible]

Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the Commencement Date of Rental Payments under this Schedule. **The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.**

<b>LESSOR SIGNATURE</b>	Lessor <b>AMERICREDIT FINANCIAL SERVICES, INC. D/B/A GM FINANCIAL, A DELAWARE CORPORATION</b>
	Signature _____ Date _____
	Print Name _____
	Title _____

<b>LESSEE SIGNATURE</b>	Lessee	
	<b>TOWN OF HUACHUCA CITY</b>	
	Signature	Date
	Print Name	
	Title	

**EXHIBIT A-1****RENTAL PAYMENT SCHEDULE**

**Re:** Schedule of Property No. 01 dated SEPTEMBER 16, 20 20 to Master Equipment Lease Purchase Agreement dated as of SEPTEMBER 16, 20 20 between AmeriCredit Financial Services, Inc., d/b/a GM Financial, as Lessor, and TOWN OF HUACHUCA CITY, as Lessee.

Lease Payments are due on the Commencement Date and on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is ANNUAL, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the THIRTEENTH succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0	0.00	0.00	124,863.88	-
1	26,994.10	0.00	26,994.10	97,869.78	102,273.92
2	26,994.10	3,963.99	23,030.11	74,839.67	78,207.46
3	26,994.10	3,031.21	23,962.89	50,876.78	53,166.24
4	26,994.10	2,060.65	24,933.45	25,943.33	27,110.78
5	26,994.10	1,050.77	25,943.33	0.00	-
Grand Totals	134,970.50	10,106.62	124,863.88		-
		TAX OF	\$9,249.18	INCLUDED	IN BALANCE

<b>LESSEE SIGNATURE</b>	Lessee
	<b>TOWN OF HUACHUCA CITY</b>
	Signature _____ Date _____
	Print Name _____
	Title _____

EXHIBIT B

FINAL ACCEPTANCE CERTIFICATE

Re: Schedule of Property No. 01 dated SEPTEMBER 16, 20 20 to Master Equipment Lease Purchase Agreement dated as of SEPTEMBER 16, 20 20 between AmeriCredit Financial Services, Inc., d/b/a GM Financial, as Lessor, and TOWN OF HUACHUCA CITY, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 17 of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

LESSEE SIGNATURE	Lessee	
	TOWN OF HUACHUCA CITY	
	Signature	Date
	Print Name	
	Title	

17GMF007

## BANK QUALIFIED DESIGNATION

Schedule of Property No. 01 dated SEPTEMBER 16, 2020 to Master Equipment Lease Purchase Agreement dated SEPTEMBER 16, 2020.

Lessee hereby represents and certifies the following (please check one):

☐ **Bank Qualified**

Lessee has designated, and hereby designates, this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In making that designation, Lessee hereby certifies and represents that:

As of the date hereof in the current calendar year, neither Lessee nor any other issuer on behalf of Lessee has designated more than \$10,000,000 of obligations (including this Lease) as "qualified tax-exempt obligations";

Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocate to Lessee) during the current calendar year will not exceed \$10,000,000;

The Lease will not be at any time a "private activity bond" as defined in Section 141 of the Code;

The Lease is not subject to control by any entity and there are no entities subject to control by Lessee; and

Not more than \$10,000,000 of obligations of any kind (including the Lease) issued by, on behalf of or allocated to Lessee will be designated for purposes of Section 265(b)(3) of the Code during the current calendar year.

☐ **Non-Bank Qualified**

Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE SIGNATURE	Lessee
	TOWN OF HUACHUCA CITY
	Signature _____ Date _____
	Print Name _____
	Title _____

17GMF008

# CERTIFICATE OF SIGNING AUTHORITY

Date: SEPTEMBER 16, 2020

AmeriCredit Financial Services, Inc., d/b/a GM Financial  
1111 Old Eagle School Rd  
Wayne, PA 19087

**Re:** Schedule of Property No. 01, dated SEPTEMBER 16, 2020, ("Lease") to the Master Equipment Lease Purchase Agreement dated SEPTEMBER 16, 2020 ("Agreement"), by and between TOWN OF HUACHUCA CITY ("Lessee") and AmeriCredit Financial Services, Inc., d/b/a GM Financial ("Lessor").

Dear AmeriCredit Financial Services, Inc., d/b/a GM Financial,

I, the undersigned, do hereby certify

(i) that \_\_\_\_\_  
(please print the name and title of the person who signed the lease documents on the line above)

the officer of Lessee who executed the foregoing Lease and Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Lease and Agreement on behalf of Lessee, and

(ii) that the budget year of Lessee is from \_\_\_\_\_ to \_\_\_\_\_.

Please be advised that AmeriCredit Financial Services, Inc., d/b/a GM Financial has assigned all its right, title, and interest in, to and under the above referenced Agreement, the equipment leased thereunder, and the right to receive all payments thereunder to the following assignee:

Sincerely,

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

The Certificate of Signature Authority of Lessee should be executed by an authorized individual confirming the execution of the remaining documents is authorized. This document cannot be signed by the person signing the lease documents.

# POWER OF ATTORNEY FOR MOTOR VEHICLE FILINGS

KNOW ALL MEN BY THESE PRESENTS THAT TOWN OF HUACHUCA CITY (hereinafter referred to as the "Principal"), a AZ Corporation, with its principal place of business at the address last set forth below, authorizes Wolters Kluwer Lien Solutions (the "Attorney"), a New York corporation with offices at 187 Wolf Road, Suite 101, Albany, NY. 12205, to act as its attorney-in-fact for the limited purpose of preparing, executing and filing in the Principal's name any original title applications, title correction/modification forms, repossession/replevin forms, and other such motor vehicle lien forms (hereinafter referred to collectively as ("Motor Vehicle Forms") as the Principal may request. The Principal agrees that the Attorney will not be responsible for any error, negligence, or for any sort of act or omission not amounting to willful misconduct and the Principal will indemnify, defend and hold the Attorney harmless from any and all actions, claims, demands or liabilities of any nature whatsoever which the Principal may have or will have against the Attorney arising out of the performance of its functions for and on behalf of the Principal pursuant to this Power of Attorney, except for any actions, claims, demands or liabilities caused by the willful misconduct of the Attorney. This Power of Attorney will remain in full force and effect until due notice of its revocation is given by the Principal to the Attorney by registered mail.

IN WITNESS WHEREOF, the Principal has caused this instrument to be executed by a duly authorized representative as of the date set forth below.

Principal (legal name and address):

TOWN OF HUACHUCA CITY

500 N GONZALES BLVD

HUACHUCA CITY

AZ

85635

\_\_\_\_\_  
Authorized signatory for Wolters Kluwer Lien Solutions

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

## BILLING INFORMATION

### PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for AMERICREDIT FINANCIAL SERVICES to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: \_\_\_\_\_

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

\_\_\_\_\_  
\_\_\_\_\_

**\*YOUR INVOICES WILL BE EMAILED FROM INVOICEDelivery@PAYEREXPRESS.COM**  
**Subject line will read: Your Lease Direct Invoice is ready to view online!**

Billing Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

FEDERAL TAX ID#: \_\_\_\_\_

Lease/Contract Signer Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_ (only provide if requested)

### SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? If **yes**, please provide PO# \_\_\_\_\_. ☐ YES ☐ NO

Is a new purchase order required for each new fiscal period? ☐ YES ☐ NO

If yes, provide month/year PO expires \_\_\_\_\_

Are you sales tax exempt? If **yes**, please attach a copy of exempt certificate or direct pay permit. ☐ YES ☐ NO

Do you require any special information to establish a vendor number for \_\_\_\_\_? ☐ YES ☐ NO

If yes, please advise: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

### CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction:**

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES ☐ NO ☐ If YES, please attach/provide a copy.

**Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.**

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES ☐ NO ☐ If YES, please attach/provide a copy.

***If you have further questions, please consult your regular bond or legal counsel.***

Form **8038-G****Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury  
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.**Part I Reporting Authority**If Amended Return, check here ► ☐**1** Issuer's name

TOWN OF HUACHUCA CITY

**2** Issuer's employer identification number (EIN)

XXXXXXXXXXXX

**3a** Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

XX

**3b** Telephone number of other person shown on 3a

XXXXXXXXXXXXXXXXXXXX

**4** Number and street (or P.O. box if mail is not delivered to street address)

Room/suite

XXXXXX

**5** Report number (For IRS Use Only)

3

**6** City, town, or post office, state, and ZIP code

AZ

**7** Date of issue

XXXXXXXXXXXXXXXXXXXX

**8** Name of issue

XX

**9** CUSIP number

XXXXXXXXXXXXXXXXXXXX

**10a** Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)

XX

**10b** Telephone number of officer or other employee shown on 10a

XXXXXXXXXXXXXXXXXXXX

**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

<b>11</b> Education . . . . .	<b>11</b> XXXXXXXXXX XX
<b>12</b> Health and hospital . . . . .	<b>12</b> XXXXXXXXXX XX
<b>13</b> Transportation . . . . .	<b>13</b> XXXXXXXXXX XX
<b>14</b> Public safety . . . . .	<b>14</b> XXXXXXXXXX XX
<b>15</b> Environment (including sewage bonds) . . . . .	<b>15</b> XXXXXXXXXX XX
<b>16</b> Housing . . . . .	<b>16</b> XXXXXXXXXX XX
<b>17</b> Utilities . . . . .	<b>17</b> XXXXXXXXXX XX
<b>18</b> Other. Describe ► XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	<b>18</b> XXXXXXXXXX XX
<b>19a</b> If bonds are TANs or RANs, check only box 19a . . . . .	<input type="checkbox"/>
<b>b</b> If bonds are BANs, check only box 19b . . . . .	<input type="checkbox"/>
<b>20</b> If bonds are in the form of a lease or installment sale, check box . . . . .	<input type="checkbox"/>

**Part III Description of Bonds. Complete for the entire issue for which this form is being filed.**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
<b>21</b>	XXXXXXXXXX	\$ XXXXXXXXXXXX.XX	\$ XXXXXXXXXXXX.XX	XXXXXXXXXX years	XXXXXXXXXXXXXXXXXX %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

<b>22</b> Proceeds used for accrued interest . . . . .	<b>22</b> XXXXXXXXXX XX
<b>23</b> Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	<b>23</b> XXXXXXXXXX XX
<b>24</b> Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	<b>24</b> XXXXXXXXXX XX
<b>25</b> Proceeds used for credit enhancement . . . . .	<b>25</b> XXXXXXXXXX XX
<b>26</b> Proceeds allocated to reasonably required reserve or replacement fund . . . . .	<b>26</b> XXXXXXXXXX XX
<b>27</b> Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .	<b>27</b> XXXXXXXXXX XX
<b>28</b> Proceeds used to refund prior taxable bonds. Complete Part V . . . . .	<b>28</b> XXXXXXXXXX XX
<b>29</b> Total (add lines 24 through 28) . . . . .	<b>29</b> XXXXXXXXXX XX
<b>30</b> Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	<b>30</b> XXXXXXXXXX XX

**Part V Description of Refunded Bonds. Complete this part only for refunding bonds.**

<b>31</b> Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . .	XXXXXXXXXXXX years
<b>32</b> Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . .	XXXXXXXXXXXX years
<b>33</b> Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . .	XXXXXXXXXXXX
<b>34</b> Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY) . . . . .	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)



**Part VI Miscellaneous**

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . **35** XXXXXXXXXXXX XX
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . . **36a** XXXXXXXXXXXX XX
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) XXXXXXXXXXXXXXXX
- c** Enter the name of the GIC provider ► XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . **37** XXXXXXXXXXXX XX
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) XXXXXXXXXXXXXXXXXXXX
- c** Enter the EIN of the issuer of the master pool bond ► XXXXXXXXX
- d** Enter the name of the issuer of the master pool bond ► XXXXXXXXXXXXXXXXXXXX
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- c** Type of hedge ► XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- d** Term of hedge ► XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- 42** If the issuer has superintegrated the hedge, check box . . . . . ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement . . . . . ► XXXXXXXXXXXXXXXXXXXXXXXX
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) XXXXXXXXXXXXXXXXXXXXXXXX

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_ Type or print name and title \_\_\_\_\_

**Paid Preparer Use Only**

Print/Type preparer's name \_\_\_\_\_ Preparer's signature \_\_\_\_\_ Date \_\_\_\_\_ Check ☐ if self-employed PTIN \_\_\_\_\_

Firm's name ► XXXXXXXXXXXXXXXXXXXXXXXX Firm's EIN ► XXXXXXXXXXXX

Firm's address ► XXXXXXXXXXXXXXXXXXXXXXXX Phone no. XXXXXXXXXXXXXXXX

Form **8038-G** (Rev. 9-2018)

# Instructions for Form 8038-G

(Rev. September 2018)

## Information Return for Tax-Exempt Governmental Bonds



Department of the Treasury  
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

### Future Developments

For the latest information about developments related to Form 8038-G and its instructions, such as legislation enacted after they were published, go to [IRS.gov/Form8038G](https://www.irs.gov/Form8038G).

### What's New

The Tax Cuts and Jobs Act (P.L. 115-97) repealed the exclusion from gross income for interest on bonds issued to advance refund tax-exempt bonds. The repeal applies to advance refunding bonds issued after 2017. A bond is an advance refunding bond if it is issued more than 90 days before the redemption of the refunded bonds.

The Tax Cuts and Jobs Act also repealed the authority to issue tax-credit bonds and direct-pay bonds. The repeal applies to qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, and qualified school construction bonds issued after 2017. The authority to issue recovery zone economic development bonds and build America bonds expired on January 1, 2011.

**Note.** The creation of an advance refunding escrow account to advance refund tax-credit bonds and/or direct-pay bonds may result in the reissuance of the bonds and the loss of the tax benefits.

### General Instructions

#### Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental bonds to provide the IRS with the information required by section 149(e) and to monitor compliance with the requirements of sections 141 through 150.

### Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental bonds issued after December 31, 1986, issuers must file...
\$100,000 or more	a separate Form 8038-G for each issue.
less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales.

### When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-G under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 581, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

### Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services (PDS) designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns. Go to [IRS.gov/PDS](https://www.irs.gov/PDS) for the current list of designated services.

The PDS can tell you how to get written proof of the mailing date.

For the IRS mailing address to use if you're using PDS, go to [IRS.gov/PDSstreetAddresses](https://www.irs.gov/PDSstreetAddresses).



**PDS can't deliver items to P.O. boxes. You must use the U.S. Postal Service to mail any item to an IRS P.O. box address.**

### Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

### Rounding to Whole Dollars

You can round off cents to whole dollars. If you do round to whole dollars, you must round all amounts. To round, drop amounts under 50 cents and increase amounts from 50 to 99 cents to the next dollar (for example, \$1.39 becomes \$1 and \$2.50 becomes \$3).

If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

### Definitions

**Bond.** This is any obligation, including bond, note, commercial paper, installment purchase agreement, or financing lease.

**Taxable bond.** This is any bond the interest on which is not excludable from gross income under section 103. Taxable bonds include tax credit bonds and direct pay bonds.

**Tax-exempt bond.** This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental bond.** A tax-exempt bond that is not a private activity bond (see next) is a tax-exempt governmental bond. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes a bond issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use; and
- More than 10% of the payment of principal or interest of the issue is **either** (a) secured by an interest in property to be used for a private business use (or

payments for such property), or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units, and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue price.** The issue price of bonds is generally determined under Regulations section 1.148-1(f). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the bonds are sold to the public. To determine the issue price of a bond issued for property, see sections 1273 and 1274 and the related regulations.

**Issue.** Generally, bonds are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions (see Regulations section 1.149(e)-1(e)(2)). However, bonds issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan"), or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the bonds are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for bonds issued under a draw-down loan that meet the requirements of the preceding sentence, bonds issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first bond. Likewise, bonds (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first bond.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions.

1. At least 75% of the available construction proceeds are to be used for

construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization.

2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1 1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

**Pooled financing issue.** This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

## Specific Instructions

### Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

**Line 1.** The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply online by visiting the IRS website at [IRS.gov/EIN](https://www.irs.gov/EIN). The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

**Line 3a.** If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed on line 3a must be an individual. Do

not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

**Note.** By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Lines 4 and 6.** If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

**Note.** The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

**Line 7.** The date of issue is generally the first date on which the issuer physically exchanges any bond included in the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

**Line 8.** If there is no name of the issue, please provide other identification of the issue.

**Line 9.** Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

**Line 10a.** Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

## Part II—Type of Issue



**Elections referred to in Part II are made on the original bond documents, not on this form.**

Identify the type of bonds issued by entering the issue price in the box corresponding to the type of bond (see *Issue price* under *Definitions*, earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these bonds, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

**Line 18.** Enter a description of the issue in the space provided.

**Line 19.** If the bonds are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the bonds are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

**Line 20.** Check this box if property other than cash is exchanged for the bond, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of bond is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for a bond to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the bond are received in the form of cash, even if the term "lease" is used in the title of the issue.

## Part III—Description of Bonds

**Line 21.** For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions*, earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to figure the present value of all payments of principal and interest to be paid on the bond, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to figure the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

## Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

**Line 22.** Enter the amount of proceeds that will be used to pay interest on the issue accruing prior to the date of issue. For definition of date of issue, see these instructions, line 7.

**Line 24.** Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

**Line 25.** Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

**Line 26.** Enter the amount of proceeds that will be allocated to such a fund.

**Line 27.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any tax-exempt bonds, including proceeds that will be used to fund an escrow account for this purpose.

**Line 28.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any taxable bonds, including proceeds that will be used to fund an escrow account for this purpose.

## Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds or taxable bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

**Lines 31 and 32.** The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined

in the same manner as on line 21, column (d).

**Line 34.** If more than a single issue of tax-exempt bonds or taxable bonds will be refunded, enter the date of issue for each refunded issue. Enter the date in an MM/DD/YYYY format.

## Part VI—Miscellaneous

**Line 35.** An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

**Line 36.** If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

**Line 37.** If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax exempt.

**Line 38.** If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool bond, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

**Line 40.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

**Line 41a.** Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for figuring arbitrage.

**Line 42.** In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

**Line 43.** If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private

activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

**Line 44.** Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

**Line 45a.** Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

**Line 45b.** An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

### Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the

name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

**Note.** If the issuer in Part I, lines 3a and 3b, authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

### Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

- The paid preparer must:
- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
  - Enter the preparer information, and
  - Give a copy of the return to the issuer.

**Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the

United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form . . . . .	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS . . . . .	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through [IRS.gov/FormComments](https://www.irs.gov/FormComments).

Or you can write to:

Internal Revenue Service  
Tax Forms and Publications  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224

**Do not** send the form to this address. Instead, see *Where To File*, earlier.

**ARIZONA ADDENDUM  
TO MASTER EQUIPMENT LEASE PURCHASE AGREEMENT**

This Addendum to that certain Master Equipment Lease Purchase Agreement (together with all Exhibits and this Addendum, the "Agreement") dated as of SEPTEMBER 16, 2020, between AMERICREDIT FINANCIAL SERVICES, INC., d/b/a GM FINANCIAL (together with its successors and assigns, "Lessor"), and TOWN OF HUACHUCA CITY (together with its successors and assigns, "Lessee"), is incorporated in and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement and that the following changes and additions shall be made to the Agreement:

1. The following Section 30 is hereby added to the Agreement:

**Section 30. Cancellation for Conflict of Interest.** Notwithstanding any provision in this Agreement to the contrary, pursuant to A.R.S. § 38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any agreement or contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement or contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the agreement or contract or any extension of the agreement or contract is in effect, an employee or agent of any other party to the agreement or contract in any capacity or a consultant to any other party of the agreement or contract with respect to the subject matter of the agreement or contract. A cancellation made pursuant to this Section will be effective when Lessor receives written notice of the cancellation, unless the notice specifies a later time, in which case it will be effective on such later date. Upon the cancellation of this Agreement pursuant to this Section, Lessee will immediately surrender possession of the Equipment under this Agreement to Lessor, and will, at Lessee's expense, peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor. Lessee hereby certifies that neither Lessee nor any of its directors, officers or agents, nor any person having an interest in this Agreement by, through or under Lessee, is or has been an officer or agent of Lessor or been significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of Lessor. Lessee recognizes that this Agreement is entered into by Lessor in reliance upon the foregoing certification.

2. The following Section 31 is hereby added to the Agreement:

**Section 31. Compliance with Arizona Law.** Lessor agrees to comply with the federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214(A), to the extent such laws and regulations are applicable to Lessor.

3. The following Section 32 is hereby added to the Agreement:

**Section 32. No Boycott of Israel.** Pursuant to Arizona Revised Statutes Section 35-393 et seq., the Lessor hereby certifies it is not currently engaged in, and for the duration of the Agreement will not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in Arizona Revised Statute Section 35-393.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Agreement remain in full force and effect and are hereby ratified and confirmed.

AMERICREDIT FINANCIAL SERVICES, INC., d/b/a  
GM FINANCIAL (LESSOR)

TOWN OF HUACHUCA CITY  
(LESSEE)

By \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Title: \_\_\_\_\_  
(SEAL)

Lease Number: \_\_\_\_\_

ATTEST:

Date: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



September 24<sup>th</sup>, 2020

## **Huachuca City Landfill Expansion Options**

Prepared for Huachuca City Mayor and Council by Jay Howe, Landfill Director

The Huachuca City Town Council has been presented with much information in the past months regarding the proposed expansion options for the Landfill.

The Town council recognizes that the revenue from the landfill is a necessary component of the Town's overall budget to fund the services that the town provides.

In order to maximize the revenue potential for the foreseeable future we need to recognize the long-term financial benefit the landfill can provide and put in place a plan to realize these necessary financial benefits as long as possible.

In recent discussions and presentations, we have learned what we will need to do in order to keep this revenue stream flowing to support the Town for future generations.

Currently the existing permit and subsequent permit modifications have given the landfill revenue generating life through 2040 as is.

The options presented below can greatly extend the life of the landfill and put us on a path to plan for the revenue needed to construct the cell in the designated expansion area.

**Option One:** Give staff direction to move forward with the ADEQ Administrative and Technical review of expansion into parcels 3 & 4, and the environmental clearance of parcel 5.

This is the recommended 1<sup>st</sup> step to have the expansion proposal approved and permitted, and to be able to use the dirt in parcel 5 for needed cover material. The adopted Landfill FY 21 budget has the capacity built into it to fund this option. <\$50K

(This option must be done to move forward with the other options.. with the exception of Option Four)

**Option Two:** "Option One" plus... A flyover aerial survey (\$6 to 8K) after ADEQ approves New permit. (This will be needed prior to engineering the construction level drawings for partial closure and expansion construction to establish a 3-D model and verify current elevations used to develop these construction level drawings some time in the future. )



**Option Three; “Option One and Two” plus...** Identify section to be closed, engineer construction level drawings for new cell and partial closure.

Then: Because cost estimates change rapidly.....

Within a few months of proposed construction, Produce Engineers cost estimate, based on above proposed construction level drawings, and request for proposals (RFP) to construct new cell, to include partial closure area for existing landfill and enact closure plan on this area. All work done under the auspice of “closure” will be reimbursed from Huachuca City Closure trust account, as depicted in Mr. Walkers presentation of 9-16-2020.

Award contract and begin construction. This option will require diligent capital planning to save money to pay for the construction and construction management or some type of municipal capital financing, Loans, Bond issue or ??? (May take a number of years)

**Option Four:** Do nothing regarding expansion plans. Utilize landfill until it has reached its current permitted elevation, current projection suggests sometime in 2040. We will need flyover survey to verify closure elevation prior to closure. Close Landfill.

**Landfill Director’s recommendation:** Acquire expansion permit and environmental clearance of Parcel 5 this fiscal year (FY21). **(Option One)**

Designate funds for flyover survey next budget year (FY22). **(Option Two)**

This recommended course of action, over two budget cycles, will get the Town the expansion permit, environmental clearance of parcel 5, and flyover survey.

This recommended course of action will greatly increase the value of the landfill and set us up for expansion, or open doors to other options regarding ownership and /or management of this asset.

Respectfully submitted,  
Jay W. Howe  
Huachuca City Landfill Director

# QUOTE CONFIRMATION



DEAR JOHANN WALLACE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LNSL224	8/3/2020	MS EA CCAL E3	6467629	\$8,537.71

## QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<b>MS EA CCAL BRIDGE 0365 MTHLY SUB P/U</b> Mfg. Part#: AAA-12414-12-SLG Electronic distribution - NO MEDIA Contract: Arizona NVP Software (ADSP017-149774)	35	3931585	\$19.31	\$675.85
<b>MS EA OFFICE 365 PLAN E3 SUB P/USER</b> Mfg. Part#: AAA-10842-12-SLG Electronic distribution - NO MEDIA Contract: Arizona NVP Software (ADSP017-149774)	35	3571549	\$210.60	\$7,371.00

PURCHASER BILLING INFO	SUBTOTAL	\$8,046.85
<b>Billing Address:</b> HUACHUCA CITY TOWN HALL ACCOUNTS PAYABLE 500 N GONZALES BLVD HUACHUCA CITY, AZ 85616-9610 <b>Phone:</b> (520) 456-1354 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$490.86
	GRAND TOTAL	\$8,537.71
DELIVER TO	<b>Please remit payments to:</b>	
<b>Shipping Address:</b> HUACHUCA CITY TOWN HALL JOHANN WALLACE 500 N GONZALES BLVD HUACHUCA CITY, AZ 85616-9610 <b>Phone:</b> (520) 456-1354 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

## Need Assistance? CDW•G SALES CONTACT INFORMATION



Ryan Cox

800.808.4239

ryacox@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/teams-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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